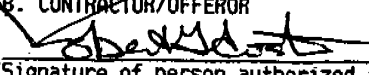



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID CODE J	PAGE OF PAGES 1 03
2. AMENDMENT/MODIFICATION NO. 000037	13. EFFECTIVE DATE 000CT20	14. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY 920 CONTRACTING SQUADRON 36 K AVENUE STE 1 SHEPPARD AFB TX	CODE FA3020 76311-2746	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code) RAYTHEON AEROSPACE COMPANY 555 INDUSTRIAL DR 5 MADISON MS 39110-9072		(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (See item 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X F4158997C0509 10B. DATED (See item 13) 970CT01
CODE FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		CODE: 660700	
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.		NET DEC 1983.54	
(x) 1A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.			
1B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).			
X 1C. This supplemental agreement is entered in pursuant to authority of: I-547 FAR 52.243-1, CHANGES-FIXED PRICE (APR 1984) ALTERNATE I			
1D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ALL copies to the issuing office.			
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: FIDELIE, ROSE MARIE PHONE: 9406762926 SEE SCHEDULE			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
NAME AND TITLE OF SIGNER (Type or print) ROBERT G. FOSTER CONTRACT ADMINISTRATOR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK C. SNYDER MARK.SNYDER@SHEPPARD.AF.MIL	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 10/27/2000	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 27 OCT 00
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

RAYTHEON AEROSPACE COMPANY

14A. THE PURPOSE OF THIS MODIFICATION IS TO:

(1) FORMALLY AGREE TO AN EQUITABLE ADJUSTMENT IN ACCORDANCE WITH THE WRITTEN PROPOSAL FROM RAYTHEON AEROSPACE COMPANY, RA-728-ATC-01-0001, DATED 05 OCTOBER 2000. THE START DATE FOR THE GOLDWAY AND CIRCUIT CARD REPAIR PROGRAM SCHEDULED TO BEGIN 01 OCTOBER 2000 HAS BEEN DELAYED AND WILL NOT BEGIN UNTIL 15 NOVEMBER 2000.

(A) CLIN 3002 IS DECREASED BY A TOTAL OF \$19,083.54, CHANGING THE CLIN TOTAL FROM \$6,619,706.56 TO \$6,600,623.02. THE DECREASE IS FROM THE ACCOUNTING CLASSIFICATION & APPROPRIATION DATA:

5713400 301 6444 44212U 030000 56922 00000 660700 FXXXXX

(2) PURSUANT TO AN AGREEMENT REACHED BY RAYTHEON AEROSPACE COMPANY AND THE GOVERNMENT AT A CONSIDERATION MEETING HELD ON 05 OCTOBER 2000. THE FOLLOWING WAS OFFERED AS CONSIDERATION FOR RAYTHEON AEROSPACE COMPANY'S DEFICIENCIES IN THEIR PRECISION MEASUREMENT EQUIPMENT LABORATORY QUALITY PROGRAM WHICH RESULTED IN THE WITHHOLDING OF CERTIFICATION FROM AIR FORCE METROLOGY CALIBRATION CENTER FOR THE PRECISION MEASUREMENT EQUIPMENT LABORATORY AT SHEPPARD AIR FORCE BASE TEXAS:

(A) RAYTHEON AEROSPACE COMPANY WILL:

- (I) NOT SEEK EQUITABLE ADJUSTMENT ON THE F-16 MOVE FOR THE HOTTER N' HELL SUPPORT
- (II) NOT SEEK EQUITABLE ADJUSTMENT ON THE IMPAC RESEARCH FOR SMALL BUSINESS
- (III) NOT SEEK EQUITABLE ADJUSTMENT ON THE PAINTING OF THE HISTORICAL & STATIC CANOPIES
- (IV) NOT SEEK EQUITABLE ADJUSTMENT FOR PROVIDING ASSISTANCE ON THE BEAD BLAST INSTALLATION
- (V) NOT SEEK EQUITABLE ADJUSTMENT FOR MODIFICATION OF TECHNICAL EXHIBIT 1, PART II

(B) THE GOVERNMENT WILL:

- (I) CONSIDER PAST PROBLEMS WITH THE PRECISION MEASUREMENT EQUIPMENT LABORATORY (PMEL) TO BE CONCLUDED
- (II) CONSIDER THE HAZMAT SAFETY MONITOR POSITION DISPUTE RESOLVED

(3) RAYTHEON AEROSPACE COMPANY AGREED AT A MEETING HELD ON 05 OCTOBER 2000 TO CHANGE TECHNICAL EXHIBIT 1, PART II TO INCLUDE PERFORMANCE OF DOCUMENT INSPECTION ON ALL AREAS LISTED IN THE EXHIBIT.

14B. PURSUANT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA), EFFECTIVE 01 OCTOBER 2000, THE HOURLY PRICING RATES FOR MUNITIONS SUPPORT AT THE 80TH FLYING TRAINING WING HAVE INCREASED. THE INCREASED RATES ON CLINS 3005, 4005, 5005, 6005, AND 7005 WERE DEVELOPED BASED ON THE CBA AND THE MOST CURRENT FORWARD PRICING RATE ADJUSTMENTS PROVIDED IN RAYTHEON AEROSPACE LETTER RA-728-ATC-00-0094 DATED 22 SEPTEMBER 2000.

14C. STANDARD FORM 1447 IS HEREBY CHANGED FROM "ESTIMATED \$26,139,390.78 TO "ESTIMATED \$26,120,307.24 A DECREASE OF \$19,083.54.

14D. ADMINISTRATIVE CORRECTIONS TO PAGE 12C OF 63. THE OPTION YEAR IS CHANGED FROM "TWO" TO "THREE". THE AMOUNT SHOWN ON THE FIRST ACCOUNTING & APPROPRIATION LINE IS CHANGED FROM \$6,394,385.89 TO READ \$6,394,386.89.

14E. THE FOLLOWING CONTRACT PAGES ARE TO BE DELETED AND THE REPLACEMENT PAGES ATTACHED TO THIS MODIFICATION ARE TO BE INSERTED:

DELETE PAGES

6 OF 63
6A OF 63
7A OF 63
8A OF 63
8C OF 63
8E OF 63
12C OF 63
TE-1, PT II, TE-1-10

INSERT PAGES

6 OF 63
6A OF 63
7A OF 63
8A OF 63
8C OF 63
8E OF 63
12 C OF 63
TE-1, PT II, TE-1-10

14F. NO OTHER CHANGES ARE EITHER EXPRESSED OR IMPLIED.

(CONTINUED)

A00037

000CT26

F4168997C0509 03

RAYTHEON AEROSPACE COMPANY

(END PAGE)

CONTRACT F41689-97-C0509
Modification A00037

SECTION B

SUPPLIES AND SERVICES TO BE PERFORMED: Contractor shall provide trainer and equipment maintenance services to support the Technical Training Center located at Sheppard AFB TX to include satellite maintenance activities in accordance with Section C, Performance Work Statement.

ITEM

3001 N/A \$ Zero Priced

3002 Third Option Period (01 Oct 00 thru 30 Sep 01)

The offeror shall submit the proposed total pricing arrangement below based on the projected transfer dates identified in the workcenter bid schedule.

Target Cost	\$5,859,352.74
Modification A0005	\$133,451.29
Modification A0009	\$53,221.92
Modification A0013	(\$612.43)
Modification A00020	\$43,693.29
Modification A00034	\$155,961.95
Modification A00037	(\$18,003.34)
Total Target Cost	\$6,227,065.42
Target Profit	\$351,561.16
Modification A0005	\$7,967.25
Modification A0009	\$3,177.43
Modification A0013	(\$36.56)
Modification A00020	\$2,610.80
Modification A00034	\$9,357.72
Modification A00037	(\$1,080.20)
Total Target Profit (6.00%)	\$373,557.60
Total Target Price (106.00%)	\$6,600,623.02
Ceiling Price (106.00%)	\$6,600,623.02

Share Formulas:	GOVERNMENT /CONTRACTOR
Over Target (%)	0 /100
Under Target (%)	70 /30

3003 **Reimbursable Travel** **NOT TO EXCEED \$ 40,000.00**

(Cost reimbursement basis only. No overhead or profit will be paid in support of this CLIN.

Rates shall not exceed those established in the Joint Travel Regulations - in effect at the time of travel - for both per diem and travel expenses - IAW Section Section H-901)

NOTE: If, at the convenience of the Government it is determined to be more cost effective for a commercial instructor to travel to Sheppard Air Force Base or any one of the other sites on contract to conduct training on new equipment/systems reimbursement will be made from Reimbursable Travel CLIN. The Contractor shall purchase training, at their expense and request reimbursement from the Government under the Reimbursable Travel CLIN.

ITEM

SECTION B
THIRD OPTION YEAR CONTINUED

004 Unpacking, assembly, repairs and any
requirement in preparation for bringing
trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED \$	-
(Estimated Hours)	(Hourly Rate**)	(Estimated Total)	

* NOTE 1: The Mobilization Period is a one-time CLIN
included in the Basic Year.

**NOTE: The hourly rate is to be a loaded rate including profit.

3005 Munitions support for flight training mission on pre-approved weekend and after
hours munitions support of Sorties at the 80th Flight Training Wing.

590.14	\$33.89	NOT TO EXCEED \$	20,000.00
(Estimated Hours)	(Hourly Rate***)	(Estimated Total)	

***NOTE: The hourly rate is to be a loaded rate including profit.

3006	Area Wage Determination FY 98	\$	25,337.30
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3007	Area Wage Determination FY 2000	\$	33,133.42
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ITEMSECTION B
FORTH OPTION PERIOD CONTINUED

- 14 Unpacking, assembly, repairs and any
requirement in preparation for bringing
trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED \$	-
(Estimated Hours)	(Hourly Rate**)	(Estimated Total)	

* NOTE 1: The Mobilization Period is a one-time CLIN
included in the Basic Year.

**NOTE: The hourly rate is to be a loaded rate including profit.

- 4005 Munitions support for flight training mission on pre-approved weekend and after
hours munitions support of Sorties at the 80th Flight Training Wing.

283.45	\$35.28	NOT TO EXCEED \$	10,000.00
(Estimated Hours)	(Hourly Rate***)	(Estimated Total)	

***NOTE: The hourly rate is to be a loaded rate including profit.

4006	Area Wage Determination FY 98	\$	12,668.65
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4007	Area Wage Determination FY 2000	\$	16,566.71
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CONTRACT F41689-97-C0509
Modification A00037

ITEM**SECTION B****FIFTH OPTION PERIOD CONTINUED**

- 14 Unpacking, assembly, repairs and any requirement in preparation for bringing trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED \$	-
(Estimated Hours)	(Hourly Rate**)	(Estimated Total)	

* NOTE 1: The Mobilization Period is a one-time CLIN included in the Basic Year.

**NOTE: The hourly rate is to be a loaded rate including profit.

- 5005 Munitions support for flight training mission on pre-approved weekend and after hours munitions support of Sorties at the 80th Flight Training Wing.

283.45	\$35.28	NOT TO EXCEED \$	10,000.00
(Estimated Hours)	(Hourly Rate***)	(Estimated Total)	

***NOTE: The hourly rate is to be a loaded rate including profit.

5006	Area Wage Determination FY 98	\$	12,668.65
5007	Area Wage Determination FY 2000	\$	16,566.71

CONTRACT F41689-97-C0509
Modification A00037

ITEM

SECTION B
SIXTH PTION PERIOD CONTINUED

04 Unpacking, assembly, repairs and any
requirement in preparation for bringing
trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED \$	-
(Estimated Hours)	(Hourly Rate**)	(Estimated Total)	

* NOTE 1: The Mobilization Period is a one-time CLIN
included in the Basic Year.

**NOTE: The hourly rate is to be a loaded rate including profit.

6005 Munitions support for flight training mission on pre-approved weekend and after
hours munitions support of Sorties at the 80th Flight Training Wing.

275.25	\$36.33	NOT TO EXCEED \$	10,000.00
(Estimated Hours)	(Hourly Rate***)	(Estimated Total)	

***NOTE: The hourly rate is to be a loaded rate including profit.

6006	Area Wage Determination FY 98	\$	12,668.65
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6007	Area Wage Determination FY 2000	\$	16,566.71
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SECTION B

ITEM

SEVENTH OPTION PERIOD CONTINUED

03 Reimbursable Travel NOT TO EXCEED \$ 20,000.00

(Cost reimbursement basis only. No overhead or profit will be paid in support of this CLIN.

Rates shall not exceed those established in the Joint Travel Regulations - in effect at the time of travel - for both per diem and travel expenses - IAW Section Section H-901)

NOTE: If, at the convenience of the Government it is determined to be more cost effective for a commercial instructor to travel to Sheppard Air Force Base or any one of the other sites on contract to conduct training on new equipment/systems reimbursement will be made from Reimbursable Travel CLIN. The Contractor shall purchase training, at their expense and request reimbursement from the Government under the Reimbursable Travel CLIN.

7004 Unpacking, assembly, repairs and any requirement in preparation for bringing trainers and other equipment on line.

0.00	\$23.70	NOT TO EXCEED \$	-
(Estimated Hours)	(Hourly Rate**)	(Estimated Total)	

* NOTE 1: The Mobilization Period is a one-time CLIN included in the Basic Year.

**NOTE: The hourly rate is to be a loaded rate including profit.

7005 Munitions support for flight training mission on pre-approved weekend and after hours munitions support of Sorties at the 80th Flight Training Wing.

275.25	\$36.33	NOT TO EXCEED \$	10,000.00
(Estimated Hours)	(Hourly Rate***)	(Estimated Total)	

***NOTE: The hourly rate is to be a loaded rate including profit.

7006 Area Wage Determination FY 98 \$ 12,668.65

7007 Area Wage Determination FY 2000 \$ 16,566.71

OPTION YEAR TWO FY 00
 (1 October 1999 through 30 September 2000)

MOD #	CLIN	ACCOUNTING	& ACCOUNTING AND APPROPRIATION	DATA	AMOUNT
A00026	2002	5703400 300 6444 44212U 56922 03 660700			\$ 6,386,513.42
A00026	2002	5703400 300 6444 B9210E 56922 03 660700			\$ 60,000.00
A00026	2002	9700130.1883 2X0 43FL V85983 B8 592 660700 AFO ID 82			\$ 2,000.00
A00026	2003	5703400 300 6444 44212U 56922 03 660700			\$ 40,000.00
A00026	2005	5703400 300 6444 B9210E 56922 03 660700			\$ 20,000.00
A00026	2006	5703400 300 6444 44212U 56922 03 660700			\$ 25,337.30
A00028	2007	5703400 300 6444 44212U 56922 03 660700			\$ 33,133.42
A00030	2002	5703400 300 6444 44212U 56922 03 660700			\$ 9,650.30
A00033	2002	5703400 300 6444 44212U 030000 56922 000000 660700			\$ 2,074.00
A00035	2002	9700130.1883 2X0 43FL V85983 B8 592 660700 AFO ID 82			\$ (976.85)
A00035	2002	5703400 300 6444 44212U 030000 56922 000000 660700 FXXXXX			\$ 976.85
A00035	2005	5703400 300 6444 B9210E 56922 03 660700			\$ (18,500.00)
OPTION YEAR TWO TOTAL:					\$ 6,560,208.44

OPTION YEAR THREE FY 01
 (1 October 2000 through 30 September 2001)

MOD #	CLIN	ACCOUNTING	& ACCOUNTING AND APPROPRIATION	DATA	AMOUNT
A00036	3002	5713400 301 6444 44212U 030000 56922 00000 660700			\$6,394,386.89
A00036	3002	5713400 301 6444 B9210E 030000 56922 00000 660700			\$60,000.00
A00036	3002	5713400 301 6444 44212U 030000 56922 00000 660700 FXXXXX			\$165,319.67
A00036	3003	5713400 301 6444 44212U 030000 56922 00000 660700			\$40,000.00
A00036	3005	5713400 301 6444 B9210E 030000 56922 00000 660700			\$20,000.00
A00036	3006	5713400 301 6444 44212U 030000 56922 00000 660700			\$25,337.30
A00036	3007	5713400 301 6444 44212U 030000 56922 00000 660700			\$33,133.42
A00037	3002	5713400 301 6444 44212U 030000 56922 00000 660700 FXXXXX			(\$19,083.54)
OPTION YEAR THREE TOTAL:					\$6,719,093.74

TOTAL: \$ 26,120,307.24

TECHNICAL EXHIBIT 1

PART II

CONTRACTOR QUALITY MAINTENANCE EVALUATION

REQUIREMENTS

As a minimum, the contractor shall perform the Quality Maintenance Evaluations in the areas and quantities listed below on a monthly basis. When computing frequency, requirements shall be rounded up to the next whole number.

Item	QME Frequency	Notes	Personnel Eval
Scheduled GITA	10%	1, 2	Rep Sample
Unscheduled GITA	10%	1, 2	Rep Sample
Scheduled Trainer	10%	1, 2	Rep Sample
Unscheduled Trainer	10%	1, 2	Rep Sample
Scheduled PAGE	10%	1, 2, 3	Rep Sample
Unscheduled PAGE	10%	1, 2	Rep Sample
Scheduled Shop Support	10%	1, 2	Rep Sample
Unscheduled Shop Support	10%	1, 2	Rep Sample
Scheduled NPAGE	10%	1, 2, 3	Rep Sample
Unscheduled NPAGE	10%	1, 2	Rep Sample
Sch/Unscheduled TMDE	IAW TO 00-20-14		
Historical Exhibits	100%	1	Rep Sample
TCTO		2	First 10% Rep Sample
Transfer/Acceptance		2	Rep Sample
BDU-33 Buildup	10%	2	Rep Sample

NOTES: 1. Perform and record complete document inspection on scheduled technical and personnel evaluations. Perform and record active document inspections on specific unscheduled maintenance actions evaluated.

2. Representative sampling is defined as at least one inspection. Any additional sampling requirement must be included in the Quality Maintenance Evaluation Program.

3. Number of required inspections is based on total number of inspections regardless of MDS. Provide equitable inspection distribution: one of each MDS must be inspected at least once each 12 months.